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#### **SECTION 1 - THE SCHEDULE**

### CONTINUATION TO SF-1449, RFQ NUMBER SSN10006Q1181, PRICES, BLOCK 23

### 1.1. PRICES AND PERIOD OF PERFORMANCE

The Contractor shall perform janitorial work, including furnishing all labor, material, equipment and services, for the U.S. Embassy Singapore. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for services and supplies that have been satisfactorily performed or delivered.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

The performance period of this contract is from the start date in the Notice to Proceed and continuing for 12 months, with four (4) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

### 1.2. BASE YEAR PRICES

The firm fixed price for the first year of the contract is:

Clin	Description	Price per month(S\$)	Price per year(S\$)
001	Janitorial Services including washroom supplies – toilet rolls, handtowels, liquid handsoap		
	GST 5%		
	Total		

### 1.3 FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

The firm fixed price for the first option year of the contract is:

Clin	Description	Price per month(S\$)	Price per year(S\$)
101	Janitorial Services including washroom supplies – toilet rolls, handtowels, liquid handsoap		
	GST 5%		
	Total		

### 1.4 <u>SECOND OPTION YEAR PRICES</u>

Option Term: Twelve (12) Months

The firm fixed price for the second option year of the contract is:

Clin	Description	Price per month(S\$)	Price per year(S\$)
201	Janitorial Services including washroom supplies – toilet rolls, handtowels, liquid handsoap		
	GST 5%		
	Total		

## 1.5 THIRD OPTION YEAR PRICES

Option Term: Twelve (12) Months

The firm fixed price for the third option year of the contract is:

Clin	Description	Price per month(S\$)	Price per year(S\$)
301	Janitorial Services including washroom supplies – toilet rolls, handtowels, liquid handsoap		
	GST 5%		
	Total		

# 1.6 FOURTH OPTION YEAR PRICES

Option Term: Twelve (12) Months

The firm fixed price for the fourth option year of the contract is:

Clin	Description	Price per month(S\$)	Price per year(S\$)
401	Janitorial Services including washroom supplies – toilet rolls, handtowels, liquid handsoap		
	GST 5%		
	Total		

### 1.7 GRAND TOTAL:

Base Period:	S\$
First Option Year:	S\$
Second Option Year:	S\$
Third Option Year:	S\$
Fourth Option Year:	S\$
TOTAL	<b>S</b> \$

### CONTINUATION TO SF-1449, RFQ NUMBER SSN10006Q1181 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### 1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain janitorial services for the U.S. Chancery Building located at 27 Napier Road, Singapore 258508. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators and stairways. The contract will be for a one year period from the date of the contract award, with *four (4)* one-year options.

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes. In view of security considerations, the Contractor shall provide a dedicated team of workers for this contract, all of whom will require a background review and approval by the USG.

#### 1.1 General Instructions

The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within 10 days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

### 1.2 Duties and Responsibilities

1.2.1 Certain areas listed in paragraph #3 <u>LOCATIONS FOR JANITORIAL</u>
<u>SERVICES</u> require an escort and can only be entered during scheduled times.

The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

The Contractor's employees shall only be permitted to enter the AEA area, parts of the 4<sup>th</sup> floor, the entire 5th floor, roof area (known as CAA), and mechanical rooms **under escort** and during times scheduled by the COR. **Only 3 workers will be permitted in the CAA areas at any one time.** 

1.2.2. The Contractor shall provide services Monday through Saturday. Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis. The earliest commencement time for services is 8.00 am. Services shall be completed by 5.15 p.m. for weekdays and 12.00 noon for Saturday.

- 1.2.3. Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR will determine whether these schedules meet the needs of the facility.
- 1.3 Types of Services Services shall include the following work:
- 1.3.1 <u>Daily Cleaning Requirements</u> shall consist of:
- 1.3.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day during rainy days. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- 1.3.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.
- 1.3.1.3 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. Any chairs, trash receptacles, and easily moveable items shall be moved to vacuum underneath, and then replaced in the original position.
- 1.3.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces (including wall tiles) shall be free of grime, soap scum, mold, and smudges. Toilets shall be inspected and cleaned daily, twice in the morning and twice in the afternoon. Cleaning will be recorded on Contractor-provided checklists to be posted in each toilet. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms. Tiled walls to be wiped with a solution of detergent and water and remove dirt/stains with a clean cloth. All sanitary fittings brass or chrome, shall be cleaned daily with a cleaning solution. The Contractor shall check all toilets several times daily to ensure that the facilities are always clean and neat.
- 1.3.1.5 Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.
- 1.3.1.6 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish so that a presentable appearance is maintained.

- 1.3.1.7 Removing any grease marks or fingerprints from walls, doors, door frames, radiators, windows and window frames, glass desk protectors, reception booths and partitions. Ground floor exterior windows and some interior windows are coated with mylar and need special cleaner (see attached "Window Film Care and Maintenance" Instructions for mylar). All window cleaners used at the Embassy must be non-ammonia based, and cloth and paper towels used for such cleaning must be lint-free.
- 1.3.1.8 Removing trash to designated area as directed by the COR, and keeping trash area in a clean condition.
- 1.3.1.9 Sweeping of all outside areas (driveways, walkways, pool apron, exterior stairways). These areas will be kept free of leaves and other debris.
- 1.3.1.10 Clean all lifts twice a day, at approximately 10.00 a.m. and 3.00 p.m. Lift floors, laminates, linings, metal plates, handrails and other fittings must be wiped and cleaned.
- 1.3.1.11 Sweep all utility rooms.
- 1.3.1.12 Clean all microwave ovens, refrigerators, and coffee services in the kitchenettes on all floors. The items shall be cleaned with appropriate non-toxic cleaners, dried and polished so that a presentable appearance is maintained.
- 1.3.2 Weekly Cleaning Requirements shall consist of:
- 1.3.2.1 Polishing all metal surfaces including door and window handles, plaques, elevator buttons, light switches, fire-fighting equipment.
- 1.3.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.
- 1.3.2.3 Spot cleaning baseboards and walls.
- 1.3.2.4 to 1.3.2.7. [reserved]
- 1.3.2.8 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris including plant growth.
- 1.3.2.9. Wiping with all wooden furniture, counters, paneling walls and partitions using a wood polish.
- 1.3.2.10. Checking and cleaning kitchenette equipment, such as sinks, refrigerators, microwaves and hot water containers
- 1.3.2.11. Clean all signs at front and rear entrances.

- 1.3.2.12. Skimming reflecting and swimming pools and vacuuming bottom to remove solid debris (e.g. leaves, trash, insects) as and when needed so that pool remains in clean, usable condition
- 1.3.3 Monthly Cleaning Requirements shall consist of:
- 1.3.3.1 Sweeping of roofs including all ledges on 3rd and 5th floor. Any plant growth must be removed and sprayed with weed killer to prevent recurrence. Contractor's weed-killer must be approved by the COR prior to use.
- 1.3.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.
- 1.3.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt.

  Cleaning must be done inaccordance with "Window Film Care and Maintenance Instructions for Mylar" (see Exhibit C)
- 1.3.3.4. Moving all furniture and vacuuming or polishing the floor under the furniture to ensure floors are clean, unstreaked and have a sheen.
  - Cleaning of outsides of ground floor exterior windows to remove smudges, streaks, dust and accumulated dirt.
  - Machine jet or scrub washing with detergent all terrazzo and granolith floors of the car parks, front and rear entrances and sidewalks outside the Chancery.
  - Sweeping, mopping of all mechanical rooms and dusting all pipes/equipment (under escort).
  - Machine scrubbing floor tiles in kitchen and food-serving area to remove dust, dirt, liquid spills, stains and other debris.
  - Polishing all brass/steel/chrome plated surfaces, including door and window handles, plaques, stanchions.
  - Dusting and pledging window sills and blinds.
- 1.3.4 Quarterly Cleaning Requirements shall consist of:
- 1.3.4.1 [reserved]
- 1.3.4.2 Vacuuming windows blinds to remove dust and dirt.
- 1.3.4.3 Shampooing of heavy traffic carpeted areas, such as hallways, elevators, lobbies, 3rd floor conference room and cafeteria to remove dirt, dust, stains and streaks.

The carpet shall be relatively dry to allow pedestrian traffic. All carpet shampooing work must be done on a weekend and scheduled at least 7 days in advance with the COR.

- 1.3.4.4 Cleaning and sanitizing the trash holding area.
- 1.3.4.5. Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.
- 1.3.4.6 Dusting tops of tall furniture, light fixtures, tops of picture frames and areas not covered in daily dusting.
- 1.3.4.7 Cleaning all air-conditioning vents and the surrounding walls and ceilings.
- 1.3.5 Semi-Annual Cleaning Requirements shall consist of:
- 1.3.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats for vinyl floors.
- 1.3.5.2 Shampooing carpets in all areas.
- 1.3.5.3. Spot clean all upholstered sofas and chairs.
- 1.3.6 Annual Cleaning Requirements shall consist of:
- 1.3.6.1 Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat.
- 1.3.6.2 Cleaning gutters and down spouts of all collected debris.
- 1.3.7. Periodic Cleaning Requirements, consisting of:
  - Cleaning after work performed by other contractors, e.g. for renovation. As a general rule, contractors employed by the Government to perform works within the Chancery premises are required to clean up on completion of work. If necessary, the Contractor shall perform touch-up cleaning (vacuuming, sweeping, mopping, wiping) to return affected areas to standards existing before. Such clean up work shall be performed only during normal office hours as stated in Section 1.2.2.

### 1.3.8. Washroom Supplies

It is the responsibility of the Contractor to provide toilet rolls (dual-ply), L-fold paper hand towels that will fit into installed dispensers in the toilets, and liquid hand soap for all toilets and kitchenettes and to ensure that all toilets cubicles and soap dispensers are properly filled with these supplies at all time. The Contractor shall keep a continuous stock of these supplies so that they are always available for replenishment.

Toilet rolls and handtowels supplied by the Contractor shall be soft and similar to the quality that is currently being used. The liquid handsoap must be either orderless, moisturizing and non-allergenic.

### 2.0 MANAGEMENT AND SUPERVISION

- 2.1. The Contractor shall designate a representative who shall be responsible for onsite supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.
- 2.2. The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.
- 2.3. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- 2.4. The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed limits permitted by Singapore Government labor laws.
- 2.5. If deemed necessary, the Government may require the Contractor's personnel working on various floors be rotated on an arbitrary basis within the Chancery. The Government will provide a minimum 48 hours' notification to the Contractor for the Contractor to re-schedule its personnel if such rotation is required. Two (2) weeks' notice will be provided to the Contractor in the event the Government requests a change in personnel.

### 3.0. LOCATION AND TIME FRAMES OF CLEANING SERVICES

All services are to be delivered on regular Embassy working days during hours stated in paragraph 1.2.2.

### Definition:

- "DAILY" means the minimum of once a day. The Contractor may be required to perform more times if conditions require;
- "MONTHLY" means the minimum once a month. The Contractor may be required to perform more times if conditions require;
- "FORTNIGHTLY" means the minimum of once every 2 weeks. The Contractor may be required to perform more times if conditions require.

LOCATION	<b>ESCORT</b>	AREA	TIMES
1 <sup>ST</sup> FLOOR		(SQ.M)	
OFFICES	NO	1018.89	DAILY – 8.15 am to noon
ELEVATORS	NO	9.77	DAILY – 8.15 am to 5.15 pm
LOBBIES & HALLWAYS	NO	343.06	DAILY – 8.15 am to 5.15 pm
TOILETS	NO	70.51	TWICE each morning, 8.15-noon
			TWICE each afternoon, before 5.15pm
STAIRS	NO	91.23	DAILY – 8.15 am to 5.15 pm
MECHANICAL & ELECTRICAL	YES	436.88	
ROOMS			MONTHLY - 8:30 am to 5.15 pm
**UTILITY ROOMS	NO	62.6	DAILY – 8.15 am to 5.15 pm
CONSULAR WAITING AREA	NO	81.54	DAILY – 1.30 pm to 5.15 pm

SECOND FLOOR			
OFFICES	NO	532.12	DAILY – 8.15 am - noon
LOBBIES & HALLWAYS	NO	178.81	DAILY – 8.15 am to 5.15 pm
TOILETS	NO	33.59	TWICE each morning, 8.15-noon
			TWICE each afternoon, before 5.15pm
STAIRS	NO	67.37	DAILY – 8.15 am to 5.15 pm
MECHANICAL & ELECTRICAL			
ROOMS	YES	232.92	MONTHLY - 8:30 am to 5.15 pm
**UTILITY ROOMS	NO	266.12	DAILY – 8.15 am to 5.15 pm
CAFETERIA	NO	171.58	DAILY - 2.00 pm to 5.15 pm
CAFETERIA KITCHEN	NO	70.15	TWICE a week – Wed afternoon after
			3 pm; Saturday morning before noon
AEA STORE	YES	32.89	DAILY – noon to 3.00pm

THIRD FLOOR			
OFFICES	NO	995.68	DAILY – 8.15 am to noon
LOBBIES & HALLWAYS	NO	179.17	DAILY – 8.15 am to 5.15 pm
TOILETS	NO	32.48	TWICE each morning, 8.15-noon
			TWICE each afternoon, before 5.15pm

STAIRS	NO	80.47	DAILY – 8.15 am to 5.15 pm
MECHANICAL ROOMS	YES	63.83	MONTHLY - 8:30 am to 5.15 pm
**UTILITY ROOMS	NO	7.05	DAILY – 8.15 am to 5.15 pm
CONFERENCE ROOM	NO	108.46	DAILY – 8.15 am to 5.15 pm

FOURTH FLOOR			
OFFICES (CAA)	YES	793.33	DAILY – 8.15 am to noon
OFFICES (non-CAA)	NO	394.33	DAILY – 8.30 am to 5.15 pm
LOBBIES & HALLWAYS (CAA)	YES	69.34	DAILY – 8.15 am to noon
LOBBIES & HALLWAYS (non-	NO	97.71	DAILY – 8.30 am to 5.15 pm
CAA)			
STAIRS (CAA)	YES	14.74	DAILY – 8.15 am to noon
STAIRS (non-CAA)	NO	25.61	DAILY - 8:30 am to 5.15 pm
MECHANICAL ROOMS	YES	46.72	MONTHLY - 8:30 am to 5.15 pm
**UTILITY ROOMS	NO	5.37	DAILY – 8.15 am to noon
TOILETS	NO	32.21	TWICE each morning, 8.15-noon
			TWICE each afternoon, before 5.15pm

FIFTH FLOOR (CAA)			
OFFICES	YES	417.14	DAILY – 8.15 am to noon
LOBBIES & HALLWAYS	YES	151.71	DAILY – 8.15 am to noon
STAIRS	YES	47.59	DAILY – 8.15 am to noon
MECHANICAL ROOMS	YES	53.46	MONTHLY - 8:30 am to 5.15 pm
**UTILITY ROOMS	YES	19.35	DAILY – 8.15 am - noon
TOILETS	YES	51.04	DAILY – 8.15 am - noon
ROOF	YES	1672.2	MONTHLY - 8:30 am to 5.15 pm

### \*\*UTILITY ROOMS ARE KITCHENETTES, STORAGE CLOSETS, AND JANITOR'S CLOSETS

### **OUTSIDE AREAS**

3rd & 5th FLOOR LEDGES	NO	187.66	FORTNIGHTLY - 8:30 am to 5.15 pm
DRIVEWAYS/PARKING AREAS	NO	4010.71	DAILY - 8:30 am to 5.15 pm
MOTORPOOL	NO	97.63	DAILY - 8:30 am to 5.15 pm
LOADING DOCK	NO	296.23	DAILY - 8:30 am to 5.15 pm
FRONT & REAR SALLYPORT	NO	73.65	DAILY - 8:30 am to 5.15 pm
CABANA AREA/POOL APRON	NO	322.92	DAILY - 8:30 am to 5.15 pm
REFLECTING POOL APRON	NO	795.46	DAILY - 8:30 am to 5.15 pm
WALKWAYS/STAIRS	NO	452.28	DAILY - 8:30 am to 5.15 pm
MARINE HOUSE PATIO	NO	253.67	DAILY - 8:30 am to 5.15 pm
HOT WATER HEATER ROOM	NO	80.75	MONTHLY - 8:30 am to 5.15 pm
TRANSFORMER AREA	NO	171.87	DAILY - 8:30 am to 5.15 pm

### 4.0. PERSONNEL

- 4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.
- 4.1.1. All Contractor's employees shall be in good general health without physical disabilities that would interfere with acceptable performance of their duties. All employees shall be free from communicable diseases.
- 4.2 Standard of Conduct.
- 4.2.2. Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide uniforms for each employee and supervisor and shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms. (see Exhibit B CONTRACTOR FURNISHED MATERIALS)
- 4.2.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 4.2.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 4.2.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- 4.2.6. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
  - falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - unethical or improper use of official authority or credentials;
  - security violations; or,
  - organizing or participating in gambling in any form.

- 4.2.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.
- 4.3. Notice to the Government of Labor Disputes.

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

### 4.4. Personnel Security

4.4.1 Within 7 days after award of the contract, the Contractor shall provide using the government provided security forms the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals as well as for any replacement personnel that will be assigned to this contract. It is anticipated that security checks will take **14** days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

4.4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

### 5.0. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, plastic trash bags, etc. to perform the work identified in this contract.

### 6.0. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

- 6.1 The Government will not supply any materials or equipment except water, electricity and paper-towel dispensers in each bathroom and security clearance form (see Exhibit A).
- 6.2 [reserved]
- 6.3. [reserved]

### 7. INSURANCE

- 7.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:
- 7.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
  - 1. Bodily Injury stated in Singapore Dollars:
    Per Occurrence S\$1 million
    Cumulative S\$1 million]
  - 2. Property Damage stated in Singapore Dollars:
    Per Occurrence S\$1 million
    Cumulative S\$1 million
- 7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 7.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.
- 7.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.
- 7.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

- 7.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.
- 7.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

### 8.0. <u>LAWS AND REGULATIONS</u>

- 8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 8.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

### 9.0. TRANSITION PLAN

Within 5 days after contract award, the Contractor shall submit plan for preparing the Contractor to assume all responsibilities for janitorial services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

### 10. DELIVERABLES

The following items shall be delivered under this contract:

Description	Ouantity	Delivery To	Date
Beschiption	Qualitity	Denvery_10	Dute

SECTION	DESCRIPTION	QUANTITY	DELIVERY DATE	DELIVER TO:
1.1.	General Instructions	1	30 days after award	COR
1.3.4.3.	Carpet shampoo – work on weekends only	1	7 days in advance of work	COR
2.2.	Monthly Schedule	1	7 days in advance of the scheduled month	COR

4.4.1	Security Form showing list of personnel	1	7 days after award	RSO
	Updates to Security Form for replacement of personnel	1	14 days prior to stationing of new personnel on site	RSO
7.0	Insurance and Worker's Compensation Certificates	1	30 days after award	СО
9.0	Transition Plan	1	5 days after award	COR
Section 2	Invoice (see DOSAR Clause 652.232-70)	1	At end of each Month	FMO

11. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	<b>PWS Para</b>	Performance Threshold
Services.	1 thru 10	All required services are
Performs all janitorial services		performed and no more than
set forth in the performance work		one (1) complaint is received
statement (PWS)		per month

- 11.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 11.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

### 11.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.

- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

# **EXHIBIT A to Description/Specifications/Performance Work Statement Government Furnished Property**

The Government shall make the following property available to the Contractor as "Government furnished property" under the contract:

A broom closet on each floor and storage room 1101 on the ground floor.

Water and electricity

Built-in Paper towel dispensers in each bathroom

# **EXHIBIT B to Description/Specifications/Performance Work Statement**Contractor Furnished Property

The Contractor shall provide all necessary janitorial supplies and equipment, including but not limited to mops, brooms, dust rags, detergents, cleaners, plastic trash bags for all trash bins, etc. to perform the work identified in this contract. The Contractor shall also supply expendable washroom supplies namely, paper towels that fit into already-installed dispensers, liquid handsoap, toilet rolls and keep sufficient stock of these supplies to ensure continuous replenishment.

### For security reasons, all plastic trash bags must be clear plastic.

The Contractor shall also provide uniforms for all employees on site and pay for purchasing, cleaning, pressing, and repair of the uniforms.

### **EXHIBIT C to Description/Specifications/Performance Work Statement**

Window Film Care and Maintenance Instructions for Mylar

Do not use ammonia solutions to clean any window film product. A good cleaning solution for window film is one half ounce of liquid dish soap added to one quart of fresh water. A soft cloth or a clean synthetic sponge is recommended for washing the window film followed by another clean soft cloth or soft rubber squeegee for drying. Do not use bristle brushes, abrasive scrubbing sponges, or any other cleaning materials that could scratch the film or that may have been contaminated with dirt particles, as is commonly the case when washing interior and exterior windows with the same cleaning materials. Some brands of paper towels are coarse enough to put fine scratches in the film, even films with duragard protective hard coat finish. While these scratches may be too thin to see at the beginning, they can damage the polished look of the film over time. Always use fresh clean soft materials to wash and dry your window film surface.

### **SECTION 2 - CONTRACT CLAUSES**

<u>FAR 52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)</u>

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

### ADDENDUM to FAR 52.212-4 None

# 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JUNE 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553);
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

### [Contracting Officer check as appropriate]

	Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995),
	with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). [Check if order
	exceeds \$100,000]
	(2) – (14) [Reserved].
X	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN
	2006) (E.O. 13126). [Check if order is for supplies and exceeds the micro-
	purchase threshold]
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the
	Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29
	U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of
	the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
X	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union

	Dues or Fees (DEC 2004) (E.O. 13201)
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JUNE 2006) (19 U.S.C. 2501, et seq., 19 U.S.C.
	3301 note).
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s,
	proclamations, and statutes administered by the Office of Foreign Assets Control of
	the Department of the Treasury).
	(27) - (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor
	Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central
	Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels
	(FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003) of 52.247-64.

### (c) [Reserved]

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) [This paragraph applies only if award is made to a U.S. firm] Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial

items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
  - (vi) [Reserved].
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(End of clause)

# ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.arnet.gov/far or, http://farsite.hill.af.mil/search.htm
These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <a href="http://www.statebuy.state.gov">http://www.statebuy.state.gov</a> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)

The following FAR clauses are provided in full text:

### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

# 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

### 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract. Payment will be made 30 days after receipt of a proper invoice at the designated billing office or 30 days after acceptance of services, whichever is later.
- (b) Invoice Submission. The contractor whall submit invoices in an original and *one* (1) copy to the office identified below. To constitute a proper invoice, the invoice shall include all the items requried by FAR 32.905(e)

The Contractor shall invoice the Government at end of each month after satisfactory completion of services.

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The Contractor shall show Goods and Services Tax (GST) as a separate item on invoices submitted for payment.

(c)	Contractor Remittance Address. The Government will make payment to the
	contractor's address stated on the cover page of this contract, unless a separate
	remittance address is shown below:

### 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day Hari Raya Haji Martin Luther King's Birthday Chinese New Year Washington's Birthday Good Friday

Singapore Labor Day Memorial Day

Independence Day Vesak Day Labor Day National Day Columbus Day Deepavali Veterans Day Hari Raya Puasa

Thanksgiving Day Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is the Facility Manager of the U.S. Embassy Singapore.

# 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
  - (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
  - (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
  - (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
  - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
  - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any

business concern of or organized under the laws of Israel, or to any national or resident of Israel;

- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### **SECTION 3 – SOLICITATION PROVISIONS**

# FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2005) IS INCORPORATED BY REFERENCE. (See SF-1449, block 27a).

#### **ADDENDUM TO 52.212-1**

Paragragh (c) Period of acceptance of offers is hereby changed as follows:

"The offeror agrees to hold the prices in its offer firm for **120 days** from the date specified for receipt of offers."

- A. <u>Summary of instructions</u>. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English. State the Project Manager's, past experience with similar work;
- (2) Evidence that the quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references. You must also include the dollar value of each contract or subcontract and the period of performance of the services provided, and any client references or recommendations;
- (4) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work, which shall also include an audited financial statement for calendar years 2004 and 2005 or the contractor's last two fiscal years;
- (5) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
  - (6) The Quoter's technical proposal shall address, at the minimum, the following:
  - the proposed number of workers for this contract

- the type and quantity of equipment for this contract
- a proposed schedule
- a detailed list of materials and supplies intended for performance of this contract. The Quoter shall identify the Brand name or product specifications of paper towels, toilet rolls and handsoap that it proposing to use
- any administrative issues which could occur during the course of this contract such as staffing of personnel due to illness or vacation, standard of conduct violations, inventory shortages of expendable supplies, ensuring any equipment is maintained in proper operating conditions, etc.
- how the Quoter plan to ensure quality control under the contract
- a safety plan which addresses such elements as the training the contractor will
  provide on product and equipment handling and safety and the frequency, the
  procedures or policies that are or will be put in place for accident prevention and
  proper work procedures and how this information will be disseminated to
  employees, etc.

The Quoter may submit its company brochure, and any other information to support its proposal.

### A.3. Provide either:

- a) a copy of the Certificate of Insurance, or
- b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

# ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

# FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.arnet.gov/far/ or http://farsite.hill.af.mil/search.htm

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

# THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

### <u>CLAUSE</u> <u>TITLE AND DATE</u>

52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

52.214-34 Submission of Offers in the English Language (APR 1991)

### Site Visit

The site visit will be held on **September 25, 2006** at **9.30 am**. **Please note that parking is not available at the Embassy compound.** 

A pre-proposal conference will be held after the site survey at about 10.30 am on the same day.

For security clearance purposes, interested quoters must provide company names, attendees' names, I/C numbers and vehicle numbers to Stella Heng at <a href="mailto:stellah@state.gov">stellah@state.gov</a> or fax 6476-9003 by September 21, 2006, 5.00 pm

The following DOSAR provisions are provided in full text:

### 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal

contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *Karen Stanton*, *Tel:* 65 6476-9187; *Fax:* 65 6476-9030]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

<u>Acquisition Method</u>: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

#### **SECTION 4 - EVALUATION FACTORS**

The Government intends to award a contract/purchase order resulting from this RFQ to the lowest priced, technically acceptable quoter who is a responsible contractor. The evaluation process shall include the following:

- a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the RFQ. The Government may reject as unacceptable proposals/quotations which do not conform to the RFQ.
- b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the Quoter with its proposal/quotation. The verification process may include visiting the Quoter's project sites to determine quality of service.
- c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful Quoter complies with the requirements of FAR 9.1, including:
  - · adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - · satisfactory record of integrity and business ethics;
  - · necessary organization, experience, and skills or the ability to obtain them;
  - · necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.

### ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### **SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS**

# <u>52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –</u> COMMERCIAL ITEMS (JUNE 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

- (a) [Reserved]
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that
does not have income effectively connected with the conduct of a trade or
business in the U.S. and does not have an office or place of business or a
fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of Organization.
Sole Proprietorship;
Partnership:
Corporate Entity (not tax-exempt);
Corporate Entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;

Other	
(5) Common Parent.	
Offeror is not owned or controlled by a common parent;	
Name and TIN of common parent;	
Name	
TIN	

### (c) - (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

### (f) –(g) Reserved

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]

# ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

### 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
  - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
  - (2) Discriminating in the award of subcontracts on the basis of religion.

### Defense Base Act Insurance – Covered Contractor Employees

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals:  Third Country Nationals:
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals:  Third Country Nationals:

- (b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.
- (c) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.